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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH**

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RICHARD F. RUSSELL,

Plaintiff,

v.

MASSACHUSETTS MUTUAL LIFE  
INSURANCE COMPANY,

Defendants.

**COMPLAINT  
(JURY DEMAND)**

Case No. 2:24-cv-00903

District Judge:

Plaintiff Richard F. Russell (“Dr. Russell”), by and through counsel, hereby respectfully files this Complaint against Defendant Massachusetts Mutual Life Insurance Company (“MassMutual”), and complains and alleges as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Dr. Russell is a citizen and resident of the state of Utah, residing in Washington County, Utah.
2. Defendant MassMutual is a foreign corporation organized pursuant to the laws of the Commonwealth of Massachusetts, with its principal place of business in Springfield, Massachusetts.

3. MassMutual does business in the state of Utah.

4. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332, as Dr. Russell is a citizen of the state of Utah and, for purposes of diversity jurisdiction, MassMutual is a citizen of the state of Massachusetts, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, as a substantial part of the events or omissions giving rise to the claims asserted herein occurred in Washington County, Utah, and MassMutual is subject to this Court's personal jurisdiction given its contacts with the state of Utah.

## FACTS

### **A. Dr. Russell Purchases the Disability Policies.**

6. In 1988, while practicing full-time as a physician specializing in anesthesiology, Dr. Russell purchased a Disability Income Policy, No. 4794017 ("Policy #1"). (*See* Policy #1, attached hereto as **Exhibit A**.)

7. The effective date of Policy #1 was October 11, 1988. (*Id.*)

8. At the time he purchased Policy #1, Dr. Russell also purchased a Cost of Living Adjustment Rider ("COLA Rider"). (*Id.*)

9. At the time he purchased Policy #1, Dr. Russell also purchased a Lifetime Total Disability Benefits Rider ("Lifetime Rider"). (*Id.*)

10. Policy #1 provided base benefits in the initial amount of \$10,000 per month ("Base Policy Benefits").

11. Pursuant to the benefits afforded under the COLA Rider, Policy #1 was augmented with a five percent (5%) annual increase of the Base Policy Benefits.

12. In 1990, while still practicing full-time as a physician specializing in anesthesiology, Dr. Russell purchased an additional Disability Income Policy, No. 4908915 (“Policy #2”).<sup>1</sup> (See Policy #2, attached hereto as **Exhibit B.**)

13. The effective date of Policy #2 was January 15, 1990. (*Id.*)

14. As he did with Policy #1, at the time he purchased Policy #2, Dr. Russell also purchased a COLA Rider. and a Lifetime Rider. (*Id.*)

15. As he did with Policy #1, at the time he purchased Policy #2, Dr. Russell also purchased a Lifetime Rider. (*Id.*)

16. Policy #2 provided Base Policy Benefits in the amount of \$2,500 per month.

17. Pursuant to the benefits afforded under the COLA Rider, Policy #1 was augmented with a five percent (5%) annual increase of the Base Policy Benefits.

18. The Policies were purchased through Connecticut Mutual Life Insurance, which upon information and belief, later merged with or was otherwise acquired by MassMutual, who then acquired interest in and responsibility/obligation for the Policies.

## **B. Language Under the Policies.**

19. The Policies each contain a “coverage page” that, with the exception of dates and dollar amounts, is identical to one another:

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<sup>1</sup> Policy #1 and Policy #2 shall be referred to herein either individually as defined, or collectively as “Policies.”

COVERAGE PAGE

INSURED	RICHARD F RUSSELL	4794017	POLICY NUMBER
DISABILITY INCOME POLICY			
DATE OF ISSUE	SEP 27, 1988	AGE	31
DATE OF RETRIEVE	OCT 20, 2010	MONTHLY BENEFIT PERIOD	MAXIMUM* BENEFIT PERIOD
EFFECTIVE DATE	COVERAGE	30 DAYS TO 65	ANNUAL PREMIUM PAYABLE TO YEAR
OCT 11 1988 BASIC MONTHLY BENEFIT		\$10,000	\$3,022.00 2021
ADDITIONAL BENEFITS - SEE ATTACHED RIDERS		FOR DETAILS-	
OCT 11 1988 PARTIAL DISABILITY		\$5,000	30 DAYS \$432.00 2021
OCT 11 1988 OPTIONS TO BUY ADDITIONAL BENEFITS		\$5,000	\$124.50 2011
OCT 11 1988 LIFETIME ACCIDENT/SICKNESS		\$10,000	\$504.00 2021
OCT 11 1988 COST OF LIVING RIDER MAXIMUM 5.00 %			\$720.00 2021
OCT 11 1988 OWN OCCUPATION/ PRESUMPTIVE DIS RIDER		\$10,000	\$335.00 2021
YOUR MAXIMUM MONTHLY BENEFIT IS \$10,000.		TOTAL ANNUAL PREMIUM	\$5,137.50
		QUARTERLY PREMIUM	\$1,361.44
*YOUR BENEFIT PERIOD FOR DISABILITY IS YOUR SPECIFIED BENEFIT PERIOD, BUT NOT BEYOND OCT 11 2022. HOWEVER, THE BENEFIT PERIOD FOR YOUR MONTHLY BENEFIT WILL BE AT LEAST 24 MONTHS.			
YOUR BENEFIT PERIOD MAY BE EXTENDED BEYOND OCT 11 2022 IF YOU QUALIFY FOR BENEFITS UNDER THE LIFETIME ACCIDENT/SICKNESS RIDER. SEE YOUR RIDER FOR DETAILS.			
YOUR PREMIUM IS BASED ON NON-SMOKER RATES, DISCOUNTED BY 10% FROM THE SMOKER RATES.			
YOUR OPTIONS TO BUY ADDITIONAL BENEFITS OPTION PERIOD OCCURS EACH YEAR FROM 60 DAYS BEFORE UNTIL 30 DAYS AFTER OCT 11 DURING THE OPTION PERIOD ON THE POLICY ANNIVERSARY OR AFTER YOUR 55TH BIRTHDAY. SEE YOUR RIDER FOR DETAILS.			

20. The Policies also contain the following identical sections:

#### PART 7—GENERAL RULES

*PART 7 contains general rules that apply.*

**The Owner.** You (the insured) are the owner of this policy.

**The Entire Contract.** The entire contract consists of: The policy. The application. Any attached riders, endorsements and other papers.

**Total Disability Benefit.** You must be totally disabled and have been totally and/or partially disabled for the full waiting period. We'll pay the first monthly benefit one month after the waiting period ends. You'll get benefits as long as you're totally disabled. But we'll pay only up to the maximum benefit period. You won't get a larger benefit if you're disabled due to more than one cause.

Each monthly payment made during the first 12 months of total disability will equal your basic monthly benefit shown on the Coverage Page.

**Maximum Benefit Period:** The maximum length of time we'll pay benefits, whether for total disability, residual disability or a combination of both.

21. The COLA Rider, purchased with both Policies, includes the following language:

#### COST OF LIVING RIDER

This rider provides monthly benefit increases while you're totally or residually disabled. We discuss total and residual disability in PART 2 of your policy. All definitions in PART 1 of your policy apply to this rider.

**Premiums.** This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium and the effective date for this rider are shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

22. The Lifetime Rider, purchased with both the Policies, includes the following language:

**LIFETIME TOTAL DISABILITY BENEFITS RIDER**

This rider provides monthly total disability benefits to be paid beyond the Anniversary on or after your 65th birthday. Benefits will be paid for life. We discuss disability benefits in PART 2 of your policy. All definitions in your policy apply to this rider.

**Monthly Total Disability Benefit.** The largest amount of monthly benefit you will receive under this rider is shown on the current Coverage Page of your policy. You will receive this amount if you become totally disabled before the Anniversary on or after your 55th birthday.

23. Per the terms of the Policies, the coverage pages, the COLA Rider, and the Lifetime Rider, are considered to be the “entire contract.”

24. Accordingly, based on the language in the Policies, *i.e.*, the “entire contract,” Dr. Russell is entitled to be paid both the Base Policy Benefits and the COLA Rider benefit increases for the rest of Dr. Russell’s lifetime.

**C. Dr. Russell’s Disability and MassMutual’s Payment Under the Policies.**

25. In 1996, while practicing as a physician, and while both Policies were active and in force, Dr. Russell was in a severe car accident, causing traumatic brain damage.

26. As a result of his accident, Dr. Russell became totally and permanently disabled.

27. MassMutual determined, per the Policies, that Dr. Russell had in fact become totally and permanently disabled as a result of his accident, and was (and is) entitled to benefits.

28. Beginning in 1996, MassMutual began paying Dr. Russell his monthly benefits under the Policies.

29. In 1996, Dr. Russell received \$12,500 per month, which was the combined Base Policy Benefits amounts from Policy #1 and Policy #2.

30. From 1997 up to 2022, MassMutual increased the dollar amount of Dr. Russell’s monthly benefits by five percent (5%) per year, in accordance with the COLA Rider for the Policies.

31. By September 2022, Dr. Russell, as per the terms of the Policies, was receiving \$44,450.00 per month.

32. Dr. Russell's monthly benefit amount was to continue increasing annually per the COLA Rider and Lifetime Rider.

33. Dr. Russell paid all premiums on the Policies as per the terms therein.

#### **D. Denial of Benefits and Communication with MassMutual.**

34. In April 2014, MassMutual wrote to Dr. Russell suggesting that while Dr. Russell's Base Policy Benefits under the Policies would cease following Dr. Russell's 65th birthday (August 1, 2022), he would continue to receive disability benefits for life pursuant to the Lifetime Rider. Specifically:

The disability benefits from your base policy will cease on the policy anniversary on or following your 65<sup>th</sup> birthday. Our records indicate this is October 11, 2022 for policy 4794017 and January 15, 2023 for policy 4908915. However, you purchased your policy with the Lifetime Total Disability Benefits Rider. This rider will provide monthly disability benefits after that date, for life, if you meet the eligibility requirements of the rider both prior to and after your policy anniversary on or after your 65<sup>th</sup> birthday.

35. Confused by this correspondence from MassMutual, Dr. Russell, through the individual who sold Dr. Russell the Policies, Mr. Paul Spero, communicated with MassMutual about the application of his COLA Rider benefits to the information presented in the April 2014 letter.

36. On October 21, 2014, MassMutual, through its agent Kayla DiPaulo (MassMutual Central New York Agency), responded by stating:

I did not forget about the question you had regarding Richard Russell's policy. To answer your questions, his benefit **IS** a lifetime benefit, however COLA falls off at age 65. He continues to get whatever the monthly benefit is when he is 65, for life. Not a bad deal!

(See MassMutual Email Correspondence, attached hereto as **Exhibit C**) (emphasis in original.)

37. Mr. Spero, still with questions, responded by stating and asking:

Thanks for getting back to me....I guess to Richard Russell the monthly income on the base was I believe \$12500, the COLA has increased it to over double that....so at 65 it drops back to the \$12500 or does it stay where it is and no longer increases? I guess the COLA falls off question is where we are confused....

(*Id.*)

38. MassMutual, through its agent Kayla DiPaulo (MassMutual Central New York Agency), responded again by stating:

To answer your question, at age 65, Richard's monthly benefit stays where it's at for the remainder of the lifetime benefit. So say it's \$25,000/mo. at age 65 because of COLA, it will stay at that \$25,000 for the rest of his life, at least that is how our contact at home office explained it.

(*Id.*)

39. While both accrued and continued increases of Dr. Russell's monthly benefits are extended per the COLA Rider and Lifetime Rider, MassMutual conceded through its agent that at the very least, the language of the Lifetime Rider to the Policies does in fact apply to the COLA Rider for at least those increases that had accrued as of Dr. Russell's 65<sup>th</sup> birthday.

40. On August 1, 2022, Dr. Russell turned 65 years old.

41. After turning age 65, on October 11, 2022, and then again on January 15, 2023, (the Policies' respective anniversaries), MassMutual reduced Dr. Russell's monthly benefits to a total of only \$12,500 per month between the two Policies, which was the amount Dr. Russell received at the very outset of the payment of benefits, back in 1996.

42. In March 2023, Dr. Russell communicated with MassMutual, briefly explaining his objection to MassMutual's reduction of his benefits under the Policies.

43. On September 13, 2024, Dr. Russell again communicated with MassMutual, this time setting forth in more detail his objection to MassMutual's reduction of his benefits under the Policies, demanding that it resume paying Dr. Russell in full as per the terms of the Policies, and as it was previously, which includes payment of the Base Policy Benefits increased accordingly by the COLA Rider, for life.

44. On September 26, 2024, MassMutual responded to Dr. Russell's September 13, 2024 letter, in which it stated that: "We have determined that the Lifetime Total Disability Benefits are being paid correctly in accordance with the terms of the contract."

45. MassMutual stated further in its September 26, 2024 letter that:

In accordance with the terms of the Cost Of Living Rider, the benefit increase payments from this rider will cease on October 11, 2022 under policy number 4794017 and January 15, 2023 under policy number 4908915, the policy anniversary on or following your 65th birthday, assuming you remain disabled until that date. After this date, any benefits accrued under the Cost Of Living Rider will cease and your monthly benefit will be potentially paid only under the Lifetime Total Disability Benefits Rider.

46. On October 24, 2024, Dr. Russell responded to MassMutual's September 26, 2024 letter, rebutting MassMutual's assertions and again demanding that it resume paying Dr. Russell in full as per the terms of the Policies, and as it was previously, which includes payment of the Base Policy Benefits increased accordingly by the COLA Rider, for life.

47. On November 1, 2024, MassMutual responded to Dr. Russell's October 24, 2024 communication, maintaining its position that COLA benefits cease on the anniversary on or after Dr. Russell's 65th birthday, and that Dr. Russell is only entitled to the \$12,500 Base Policy Benefits amount.

48. As a direct and proximate result of MassMutual's breaches and violative conduct, Dr. Russell has been damaged in an amount to be proven at trial, but in no event less than \$800,000.00 for denied benefits, which does not include damages that are ongoing based on MassMutual's continuing failure to pay those amounts due to Dr. Russell on a monthly basis under the terms of the Policies.

**FIRST CLAIM FOR RELIEF  
(Breach of Contract)**

12. Dr. Russell incorporates by reference all foregoing paragraphs.

13. Dr. Russell fulfilled all conditions and obligations for receipt of benefits under the Policies.

14. MassMutual wrongfully denied Dr. Russell the benefits under the Policies by failing to pay to him the full amounts owed under the terms therein, including both the Base Policy Benefits and the monthly benefit increases under the COLA Rider, for life under the Lifetime Rider.

15. As a direct and proximate result of MassMutual's denial of benefits under the Policies, Dr. Russell has been damaged in the form of denied benefits, prejudgment interest, and his attorneys' fees and costs in bringing and prosecuting this underlying action.

**SECOND CLAIM FOR RELIEF  
(Breach of Implied Covenant of Good Faith and Fair Dealing)**

16. Dr. Russell incorporates by reference all foregoing paragraphs.

17. Dr. Russell and MassMutual are parties to the Policies, which are valid contracts, and therefore, entered into a contractual relationship.

18. Dr. Russell, at all relevant times, fully performed its obligations under the Policies.

19. Inherent in the Policies is an implied covenant of good faith and fair dealing that Dr. Russell and MassMutual would act in good faith and with reasonable efforts to perform their contractual duties and adhere to the terms of the contracts, and not impair the rights of the other party to receive the rights, benefits, and reasonable expectations under the Policies.

20. As alleged herein, MassMutual breached the implied covenant of good faith and fair dealing by, *inter alia*, failing to pay to Dr. Russell the full amounts owed under the terms therein, including both the Base Policy Benefits and the monthly benefit increases under the COLA Rider, for life under the Lifetime Rider.

21. As a direct and proximate result of MassMutual's denial of benefits under the Policies, Dr. Russell has been damaged in the form of denied benefits, prejudgment interest, and his attorneys' fees and costs in bringing and prosecuting this underlying action.

#### **PRAYER FOR RELIEF**

WHEREFORE, Dr. Russell prays for relief from this Court in his favor, and against MassMutual, as follows:

1. An award from the Court for the full amounts owed under the terms of the Policies, including both the Base Policy Benefits and the monthly benefit increases under the COLA Rider, for life under the Lifetime Rider, in an amount to be proven at trial, but no less than \$800,000.00;
2. An award for Dr. Russell's attorneys' fees, costs, and expenses as provided under applicable law; and
3. Such other and further relief as the Court deems just and proper.

**JURY DEMANDED**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury on all issues so triable in this action.

DATED this 5th day of December, 2024.

**KIRTON McCONKIE**

/s/ Christopher S. Hill  
Christopher S. Hill  
Zachary C. Lindley  
*Attorneys for Plaintiff*

37293.2/4877-8534-2973, v. 2

# **EXHIBIT A**

**Connecticut Mutual Life Insurance Company**  
Hartford, Connecticut • Since 1846

Insured

Policy number

We at Connecticut Mutual Life believe you should read your policy. We've written it in plain English so you'll understand its terms. We will, subject to these terms, pay the benefits to you if you become disabled after the effective date. This policy is a legal contract between the Policyowner and the Insurer.  
**READ YOUR POLICY CAREFULLY**

**Benefits This Policy Provides**

- Income during total or residual disability
- Rehabilitation benefit
- Premium waived during disability
- Dividends
- Conditional right to continue the policy to age 75

Your policy is issued in consideration of your application and premium payments. A copy of your application is attached and made a part of this policy.

We provide benefits for a loss arising from a sickness or disease that first appears (makes itself known) on or after the effective date and while this policy is in force. We also provide benefits for a loss resulting from an accidental bodily injury that happens on or after the effective date.

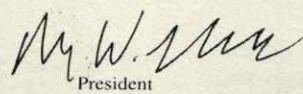
**Renewal Provision.** We won't cancel this policy. Nor will we increase the premiums from those shown on the Coverage Page. As long as you pay premiums on time, we'll continue coverage until the Anniversary on or following your 65th birthday. You have the conditional right to continue this policy to age 75. This is fully explained in the Conditions For Continuing The Policy To Age 75 provision.

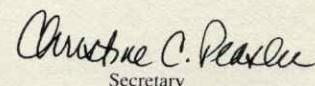
**Policy Index**

- PART 1 Definitions
- PART 2 Disability benefits
- PART 3 Premiums
- PART 4 Claims
- PART 5 Other benefits
- PART 6 When you're not covered
- PART 7 General rules

**Ten Day Right To Examine Policy.** If for any reason you decide not to keep this policy, send it to us within 10 days after receiving it. Send it to our Home Office or to the agent who sold it to you. We'll treat the policy as though it never had been issued. We'll refund any premium paid.

This policy is issued by Connecticut Mutual Life Insurance Company at our Home Office, 140 Garden Street, Hartford, Connecticut 06115 on the effective date.

  
President

  
Secretary

Registrar

Countersigned  
by \_\_\_\_\_ Licensed Resident Agent

**DISABILITY INCOME POLICY**

Noncancelable—Rates guaranteed

Guaranteed continuable to age 65

Conditionally continuable to age 75—Subject to premium change

Participating in dividends

In PART 1, we define several terms used in this policy.

**Effective Date:** The date that the policy is "in effect." Coverage starts on that date. An Anniversary falls each year on the same month and day as the effective date.

**Waiting Period:** The number of days immediately following the start of your disability. No benefits are provided during the waiting period. Your waiting period is shown on the Coverage Page.

**Maximum Benefit Period:** The maximum length of time we'll pay benefits, whether for total disability, residual disability or a combination of both.

**Sickness:** "A sickness or disease that first appears (makes itself known) on or after the effective date. It includes disability from transplant surgery and complications of pregnancy. It also includes disability from normal pregnancy or normal childbirth after you have been totally disabled for 90 days."

**Injury:** An accidental bodily injury that happens on or after the effective date.

**Occupation:** Your regular occupation at the start of disability.

**Doctor:** A licensed medical practitioner other than the insured.

**Income:** Gross earnings from any job or business. This doesn't include:

- Investment income.
- Rent.
- Royalties.
- Any amount which is deductible from gross income as a business expense for income tax purposes.

**Predisability Income:** Average monthly income for the last 12 months before the start of disability. Or the average for the last 24 months, if greater.

**Current Income:** Income for the month that a benefit is claimed.

**Loss Of Income:** Your predisability income minus your current income.

**Proof Of Insurability:** Proof you give us, or that we might obtain, that you're an acceptable risk.

**Assignment:** Legal transfer of one's interest to another party.

**Pre-existing Condition:** Pre-existing condition means the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 2 year period preceding the effective date of coverage of the insured person or a condition for which medical advice or treatment was recommended by a physician or received from a physician within a 2 year period preceding the effective date of the coverage of the insured person.

**Partial Disability:** You're partially disabled if because of sickness or injury:

- You can do some, but not all, of the main duties of your occupation.

OR

- You can work at your occupation no more than  $\frac{3}{4}$  the hours you worked before becoming disabled.

In either case you must be under a doctor's care.

## PART 2—DISABILITY BENEFITS

In PART 2, we discuss the different kinds of disability covered and the benefits provided for each. We'll pay only one benefit at a time.

### The Kinds Of Disability Covered

**Total Disability.** You're totally disabled if because of sickness or injury you can't do the main duties of your occupation. You must be under a doctor's care.

**Residual Disability.** You're residually disabled if because of sickness or injury:

- you can do some, but not all, of the main duties of your occupation.

OR

- you can work at your occupation no more than  $\frac{3}{4}$  of the hours you worked before becoming disabled.

In either case, you must be earning an income and have lost at least  $\frac{1}{4}$  of your predisability income for each month you make a claim for residual disability. Also you must be under a doctor's care. If you are residually disabled you are also considered partially disabled.

Your residual disability benefit may be extended even after you are back to work full-time, if you continue to have an income loss. Through the sixth complete calendar month following your full recovery from a period of total and/or residual disability lasting one year or longer, you will continue to be considered residually disabled if you have lost at least  $\frac{1}{4}$  of your predisability income. During this period we will waive the requirements that:

- you can do some, but not all, of the main duties of your occupation.

OR

- you can work at your occupation no more than  $\frac{3}{4}$  the hours you worked before becoming disabled.

**Recurring Disability.** This is a related disability that starts less than 6 months after a period of total or partial disability. We will treat the recurring disability as a continuation of the prior one. If the waiting period has already been satisfied, no new waiting period is required. If the waiting period has not been satisfied, periods of recurring disability may be accumulated to satisfy the waiting period.

(Example: Bob's policy has a one-month waiting period for total disability. He has a stomach ulcer attack and is totally disabled for more than one month. Two months after returning to work, Bob has a second stomach ulcer attack and is totally disabled again for 2 months. The second attack is treated as a continuation of the first. So, Bob will start to receive total disability benefits without another waiting period. Bob has now also satisfied 3 months toward the waiting period for residual disability.)

### The Benefits Provided For Disability

**Total Disability Benefit.** You must be totally disabled and have been totally and/or partially disabled for the full waiting period. We'll pay the first monthly benefit one month after the waiting period ends. You'll get benefits as long as you're totally disabled. But we'll pay only up to the maximum benefit period. You won't get a larger benefit if you're disabled due to more than one cause.

Each monthly payment made during the first 12 months of total disability will equal your basic monthly benefit shown on the Coverage Page.

Afterwards your benefit will be based on your loss of income if you are working and earning an income from an occupation other than your occupation. If you are working and earning an income from your occupation, you may be residually disabled. Refer to the definition of residual disability and to the "Residual disability benefit" section on page 5. Your monthly benefit payment for total disability will equal your basic monthly benefit multiplied by the ratio of your loss of income to your predisability income. Your loss of income is your predisability income minus your current income. If you have no current income or if your current income is less than 25% of your predisability income, your monthly benefit payment will equal your basic monthly benefit.

(Example: You are disabled at age 45. Your current income is \$1,500 from a new occupation. Your predisability income is \$3,000. Your loss of income is \$1,500 (\$3,000 -

\$1,500). The ratio of loss of income to predisability income is  $\frac{1,500}{3,000}$  or  $\frac{1}{2}$ . Each monthly payment made during the first 12 months of disability will equal your basic monthly benefit. Afterwards, your monthly benefit payment will be  $\frac{1}{2}$  of your basic monthly benefit.)

COVERAGE PAGE

INSURED RICHARD F RUSSELL  
DISABILITY INCOME POLICY

DATE OF ISSUE	SEP 27, 1988	AGE	31			
DATE OF REISSUE	OCT 20, 2010					
EFFECTIVE DATE	COVERAGE	MONTHLY BENEFIT	WAITING PERIOD	MAXIMUM* BENEFIT PERIOD	ANNUAL PREMIUM	PAYABLE TO YEAR
OCT 11 1988	BASIC MONTHLY BENEFIT	\$10,000	30 DAYS TO 65	\$3,022.00		2021
	ADDITIONAL BENEFITS - SEE ATTACHED RIDERS			FOR DETAILS-		
OCT 11 1988	PARTIAL DISABILITY	\$5,000	30 DAYS		\$432.00	2021
OCT 11 1988	OPTIONS TO BUY ADDITIONAL BENEFITS					
	TOTAL ADDITIONAL BENEFITS	\$5,000			\$124.50	2011
OCT 11 1988	LIFETIME ACCIDENT/SICKNESS	\$10,000			\$504.00	2021
OCT 11 1988	COST OF LIVING RIDER MAXIMUM 5.00 %				\$720.00	2021
OCT 11 1988	OWN OCCUPATION/ PRESUMPTIVE DIS RIDER	\$10,000			\$335.00	2021
YOUR MAXIMUM MONTHLY BENEFIT IS \$10,000			TOTAL ANNUAL PREMIUM	\$5,137.50		
			QUARTERLY PREMIUM	\$1,361.44		

\*YOUR BENEFIT PERIOD FOR DISABILITY IS YOUR SPECIFIED BENEFIT PERIOD, BUT NOT BEYOND OCT 11 2022. HOWEVER, THE BENEFIT PERIOD FOR YOUR MONTHLY BENEFIT WILL BE AT LEAST 24 MONTHS.

YOUR BENEFIT PERIOD MAY BE EXTENDED BEYOND OCT 11 2022 IF YOU QUALIFY FOR BENEFITS UNDER THE LIFETIME ACCIDENT/SICKNESS RIDER. SEE YOUR RIDER FOR DETAILS.

YOUR PREMIUM IS BASED ON NON-SMOKER RATES, DISCOUNTED BY 10% FROM THE SMOKER RATES.

YOUR OPTIONS TO BUY ADDITIONAL BENEFITS OPTION PERIOD OCCURS EACH YEAR FROM 60 DAYS BEFORE UNTIL 30 DAYS AFTER OCT 11 UNTIL THE OPTION PERIOD ON THE POLICY ANNIVERSARY ON OR AFTER YOUR 55TH BIRTHDAY. SEE YOUR RIDER FOR DETAILS.

**Residual Disability Benefit.** You must be residually disabled and have been totally and/or partially disabled for 12 months, or the full waiting period if longer. We'll pay the first monthly benefit one month later. Payments will continue for as long as you're residually disabled. But, we'll only pay up to the maximum benefit period. We won't pay beyond the anniversary following your 65th birthday. The benefit is based on your loss of income as described in the "Total Disability Benefit" section. Except, your monthly benefit payment will equal your basic monthly benefit if your current income is less than 25% of your predisability income.

(Example: You were disabled at age 35. Your current income is \$1,000 from your occupation. Your predisability income was \$3,000. Your loss of income is \$2,000 (\$3,000 - \$1,000). The ratio of loss of income to predisability income is  $\frac{\$2,000}{\$3,000}$  or 2/3. Your monthly residual disability benefit payment will be 2/3rds of your basic monthly benefit.)

### Special Disability Benefits

**Rehabilitation Program Benefit.** During any period in which you are receiving total or residual disability benefits, we'll also reimburse your expenses for taking part in a rehabilitation program we approve. We'll reimburse your expenses up to a maximum amount of 24 times your policy's maximum monthly benefit. This reimbursement will be in addition to your monthly disability benefit. We'll judge whether your continued participation would be worthwhile.

A rehabilitation program means:

- A recognized program operated by the Federal or State government.
- A formal program of rehabilitation at a licensed vocational school, business school or accredited college.
- Any other planned program.

Reimbursement for your expenses is subject to our approval.

Expenses mean the cost of tuition, books and equipment that you actually pay for and that are required for the program.

**Adjustment To Predisability Income.** The amount of predisability income will be adjusted after 12 consecutive months of disability. For each benefit year thereafter that predisability income is used to determine your monthly benefit, we'll increase the predisability income figure used for the preceding year. We'll increase it by the same percentage that the Consumer Price Index rose during the preceding calendar year, or the percentage that your income rose during the same period, whichever is less. Except that the percentage will never be less than 5%. The CPI used will be the one used in adjusting Social Security Benefits. We'll ignore decreases in the CPI. If the Consumer Price Index used in adjusting benefits is ever changed, the New York Insurance Department will have the right to approve any replacement index.

(Example: Ben's basic monthly benefit is \$2,200. He's been disabled for 12 consecutive months. His predisability income was \$4,000. Last year the CPI rose 6%. We now consider his predisability income to be \$4,240. His current income is \$1,500. His loss of income is \$2,740 (\$4,240 - \$1,500).

Ben's monthly benefit is  $\$2,200 \times \frac{\$2,740}{\$4,240}$  or \$1,422.

**Important:** We did not increase Ben's monthly benefit by 6%. We increased his predisability income figure by 6%. If Ben has no current income, the predisability income won't be used to determine benefits. In this case there will be no adjustment.)

By increasing the predisability income, you may qualify for a larger disability benefit (up to the amount of your basic

monthly benefit). Once adjusted we will never let your predisability income decrease during that period of disability.

### PART 3—PREMIUMS

The annual premium is shown on the Coverage Page. In PART 3 we tell how, when and where to pay premiums.

**Premium Payments.** Premiums are due in advance. The first is due on the effective date. Premiums after the first are due on the same day of the month as the effective date. Premiums may be paid annually. Or they may be paid more frequently as we allow. They must be paid to our Home Office or to one of our authorized agents.

**Grace Period.** Each premium after the first must be paid within 31 days after its due date. This 31 day period is called the "grace period." The policy will stay in effect during the grace period.

**Changing When You Pay.** You may request a change in the frequency of your payments on any Anniversary. This request must be in writing. Any change is subject to our approval.

**Refund After Death.** We'll refund any premium that was paid for coverage after the policy month in which you die. Our Home Office must first receive written notice of your death.

### PART 4—CLAIMS

There are certain things you must do when making a claim. In PART 4, we discuss these requirements. We also discuss payment of claims.

#### How To Make A Claim

**Notice Of Disability.** Send a written notice of your disability to our Home Office or to one of our authorized agents. Send it within 20 days after the start of disability or as soon as reasonably possible. There's no required form.

**Claim Forms.** We'll then send you a claim form. If you don't receive one within 15 days after you sent notice, write us your own claim letter. Tell us what caused the disability. Describe your situation.

**Required Proof.** Whether on our claim form or your claim letter, send proof of your disability and any proof of reduced income that may be required. Send it to our Home Office as soon as possible. Required proof must also be received within 90 days of each monthly benefit payment claimed. If it's not possible to send it within 90 days, send it as soon as reasonably possible. Your claim won't be reduced because of the delay. But we won't accept proof of loss later than 1 year after it was due. We'll make an exception if you weren't then competent to make the claim.

We may require from time to time that you be examined by doctors we choose. We'll pay the cost. We may also require from time to time, satisfactory proof of your income before and during the disability. This may include, but is not limited to, copies of your W-2 form and/or income tax returns.

#### Payment Of Claims

**When Benefits Are Paid.** We'll pay benefits monthly.

**Whom We'll Pay.** We'll pay benefits to you. If you're a minor or not competent to give a release, we may pay up to \$1,000 to any relative of yours who we believe is entitled.

If you die, we'll pay your estate all amounts due prior to your death. But we may pay up to \$1,000 to any relative of yours who we believe is entitled.

Any payment we make in good faith will fully discharge us for that payment.

**Part Payments.** Let us know as soon as you've recovered. If you recover during a month, we'll send you a pro-rata payment for the part of the month you were disabled.

- normal childbirth, except described in the definition of "Sickness."

**Suspended Coverage While In Military.** This policy will be suspended if and when you enter active military service. This applies to the military service of any country or international authority. This doesn't apply to active duty for training that lasts 90 days or less.

We'll refund that part of any premium paid for the suspended period.

If you're released from active duty within 5 years from the date you entered active military service, you may restore this policy. Make written application and pay the required premium within 90 days of your release from active duty. No proof of insurability is needed. Premiums will be at the same rates as if the policy hadn't been suspended.

After this policy is restored, you will be in the same position as you were before you entered military service.

The terms of the restored policy and riders will be the same as before suspension.

**Pre-existing Conditions Limitations.** A disability or loss caused by a pre-existing condition will be covered if the loss incurred or disability commences 2 years after the effective date unless excluded by name or disease as provided in the contestable clause.

## PART 7—GENERAL RULES

PART 7 contains general rules that apply.

**The Owner.** You (the insured) are the owner of this policy.

**The Entire Contract.** The entire contract consists of: The policy. The application. Any attached riders, endorsements and other papers.

**Changes.** Any change must be approved by an officer of our company. You must sign any change that restricts your policy. The change must be attached to the policy. Our agents cannot make changes or waive any provision. We may charge for making a change.

**Assignments Or Transfers.** The benefits of this policy may be assigned. Any interest may be transferred. Our Home Office must receive written notice of the terms of the assignment or a copy of the assignment. If not, we won't take notice of the change. In any case, we won't be responsible for the validity of any assignment.

**Contesting Your Policy.** We may not contest this policy after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your policy or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Legal Actions.** You agree not to start a legal action to recover on this policy for 60 days after you've sent proof of your loss to us. No action may be brought later than 3 years after proof is required. We discuss required proof when making a claim in PART 4.

**Misstating Your Age Or Sex.** You may have misstated your age or sex in your application. If so, we'll change the benefit amounts. The change will be what your premiums would have bought if you had given your correct age and sex.

But we'll only be required to make a refund if at your correct age or sex we wouldn't have issued the policy at all. Or if at your correct age or sex, coverage would have ended before we accepted the premium. The refund will only cover premiums you paid for coverage you won't receive. We'll deduct any amounts we've paid you.

**State Laws.** Any provision that, on the effective date, conflicts with state laws, where you reside, is changed to meet the minimum requirements of those laws.

## PART 6—WHEN YOU'RE NOT COVERED

There are certain disabilities we don't cover. And there are times when we may suspend coverage. We discuss this in PART 6.

**Disabilities Not Covered.** We don't cover disability caused or contributed to by:

- war (declared or not).
- normal pregnancy, except described in the definition of "Sickness."

## COST OF LIVING RIDER

This rider provides monthly benefit increases while you're totally or residually disabled. We discuss total and residual disability in PART 2 of your policy. All definitions in PART 1 of your policy apply to this rider.

**Premiums.** This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium and the effective date for this rider are shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

**When We'll Pay Monthly Benefit Increases.** We'll pay monthly benefit increases while you're receiving total or residual disability benefits.

The benefit increases will start after you've been totally and/or partially disabled for 12 months, or the full waiting period, if longer. We'll make the first payment one month later.

The waiting period is shown on the current Coverage Page.

**How We Compute Monthly Benefit Increases.** Your monthly benefit increase will be computed by using:

- the basic monthly benefit under your policy and, if any;
- the monthly benefit under a Social Security Substitute Rider or Extended Term Rider;
- your loss of income.

Predisability income used to determine your monthly benefit will be adjusted before benefit increases are computed.

**Amount Of Monthly Benefit Increases.** For the first 12 months that you're entitled to monthly benefit increases under this rider, we'll multiply your monthly benefit, otherwise payable without this rider, by the percentage shown on your current Coverage Page. We'll pay this amount as your monthly benefit increase.

After you've received 12 monthly benefit increases under this rider, we'll adjust your monthly benefit, otherwise payable without this rider, by a new percentage to compute each 12 monthly benefit increases thereafter. The new percentage will be the above noted percentage, compounded by the percentage used to compute benefit increases in each previous benefit year. We'll pay you this amount as your monthly benefit increase.

(Example: Ben has a contract with a \$1000 Basic Monthly Benefit. He also has a \$500 Social Security Substitute Rider, and a Cost of Living Rider with a 5% maximum. Ben has been totally disabled for 12 consecutive months. He isn't working but his Social Security claim has been denied.)

Ben's Monthly Benefit is: \$1500

Ben's Monthly Benefit Increase this year is:  
 $5\% \times \$1500 = \$75.$

The total amount we will pay is: \$1575

(Next year Ben's situation is unchanged.)

Ben's increase percentage next year will be:  
 $105\% \times 105\% = 110.25\%.$

Therefore he will have a 10.25% increase in the benefit he would have otherwise received without this rider.

His increase next year will be:  
 $10.25\% \times \$1500 = \$154.$

The total amount we will pay is:  
 $\$1500 + \$154 = \$1654.$

(Two years from now Ben is back to work part-time. He has a 50% income loss after the adjustment to predisability income.)

Ben's increase percentage two years from now will be:  
 $105\% \times 105\% \times 105\% = 115.76\%.$

Therefore he will have a 15.76% increase in the benefit he would have otherwise received without this rider.

His increase two years from now will be:  
 $15.76\% \times \$1500 \times 50\% \text{ loss} = \$118.$

The total amount we will pay is:  
 $\$750 + \$118 = \$868.$

**How Long We'll Pay Benefit Increases.** While you're totally or residually disabled, we'll pay benefit increases until the earliest of:

- the date your total or residual disability ends;
- the date the maximum benefit period under this rider ends;
- the anniversary on or after your 65th birthday.

**Right to buy Additional Basic Monthly Benefits.** When you return to active and gainful full-time work, of at least 30 hours per week, after a period of disability during which monthly benefit increases were payable, you may buy additional basic monthly benefits. The additional basic monthly benefit you may buy will be equal to:

- the last monthly benefit increase you would have received using the basic monthly benefit under your policy and;
- the monthly benefit under your Social Security Substitute Rider, if any, and;
- assuming you had no current income.

You may buy the additional benefits under a new noncancelable policy without options to buy additional benefits, at your attained age and current occupational class and based on the premium rates then in effect if:

- you have not reached your 60th birthday at the time you apply for the new policy, and;
- you apply within 90 days after your disability ends.

You will not have to furnish evidence of good health, but you will have to furnish proof of your employment.

The effective date of the new policy will be the date we approve your application and you pay the first premium.

**Dividends.** Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the OTHER BENEFITS section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours.

**Contesting Your Rider.** We may not contest this rider after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Misstating Your Age.** You may have misstated your age in your application. If so, we'll change the increased benefit amounts. The change will be what your premiums would have bought if you had given your correct age.

**Termination.** This rider will end on the earliest of the following dates:

- 31 days after the due date of any unpaid premium;
- as of the next premium due date upon your written request;
- the anniversary on or after your 65th birthday;
- the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

*Christie C. Pearson*  
Secretary

### PARTIAL DISABILITY BENEFITS RIDER

This rider provides benefits if you're partially disabled. We discuss disability benefits in PART 2 of your policy. All definitions in your policy apply to this rider.

**Premiums.** This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium and the effective date for this rider are shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

**Partial Disability Benefit.** Benefits will start after the partial disability waiting period shown on the current Coverage Page. We'll pay the first monthly benefit 1 month after the waiting period ends. We'll pay benefits up to the 12th month following the start of your disability.

In no case will the benefit received be less than your partial disability monthly benefit as shown on the current Coverage Page.

The partial disability benefit will be:

1. The amount of your benefit shown on the current Coverage Page of your policy.

We'll pay the benefit if you meet all of the following conditions:

- You've been totally disabled for 30 days.
- You've been totally and/or partially disabled for the rest of the waiting period shown on the current Coverage Page.
- Your total disability benefits, if they were payable, have ended.
- You're partially disabled, but not totally disabled.

OR

2. We'll pay you a benefit based on your loss of income as described in the "Total disability benefit" section of your policy. You must meet all of the following conditions:

- You've been totally and/or partially disabled for

the waiting period shown on the current Coverage Page.

- You're partially disabled, but not totally disabled.
- You must show a loss of at least  $\frac{1}{4}$  of your predisability income.

**Dividends.** Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the OTHER BENEFITS section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours.

**Contesting Your Rider.** We may not contest this rider after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Misstating Your Age.** You may have misstated your age in your application. If so, we'll change the amount for partial disability benefits. The change will be what your premiums would have bought if you had given your correct age.

**Termination.** This rider will end on the earliest of the following dates:

- 31 days after the due date of any unpaid premium.
- as of the next premium due date upon your written request.
- the Anniversary on or after your 65th birthday.
- the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

*Christie C. Peacock*  
Secretary

## LIFETIME TOTAL DISABILITY BENEFITS RIDER

This rider provides monthly total disability benefits to be paid beyond the Anniversary on or after your 65th birthday. Benefits will be paid for life. We discuss disability benefits in PART 2 of your policy. All definitions in your policy apply to this rider.

**Premiums.** This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium for this rider is shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

**Definition Of Total Disability.** You're totally disabled under this rider if because of sickness or injury:

- you can't do the main duties of your occupation.  
AND
- you're not working at any other job or business.

You must also be under a doctor's care.

**Eligibility.** To qualify for monthly total disability benefits under this rider you must meet these three conditions:

- you must be totally disabled.
- you must have become totally disabled before the Anniversary on or after your 65th birthday and remained totally disabled since. A recurring disability will not affect your eligibility.
- the Anniversary on or after your 65th birthday must have occurred.

**When We'll Pay Monthly Total Disability Benefits.** If you're eligible, your monthly benefits under this rider will start after the Anniversary on or after your 65th birthday. We'll make the first payment 1 month after that Anniversary. We'll continue to make monthly payments as long as you remain totally disabled.

**Monthly Total Disability Benefit.** The largest amount of monthly benefit you will receive under this rider is shown on the current Coverage Page of your policy. You will receive this amount if you become totally disabled before the Anniversary on or after your 55th birthday. If you should become totally disabled after the Anniversary on or after your 55th birthday, your benefit will be reduced. It will be reduced by 10 percent for each year disability begins after such Anniversary.

There will not be a benefit under this rider if total disability begins after the Anniversary on or after your 65th birthday.

(Example: You become totally disabled 3 weeks before the Anniversary on or after your 56th birthday. We'll reduce your benefit by 10 percent. If you're

*disabled after that Anniversary but before the Anniversary on or after your 57th birthday, we'll reduce your benefit by 20 percent.)*

In any case, we'll base your benefits on your loss of income (your predisability income minus your current income). We'll multiply your monthly benefit by the ratio of your loss of income to your predisability income.

**Adjustment If You Have The Social Security Substitute Rider.** Your benefit amount and premium will increase if:

- both of these riders are in force under your policy and;
- you have elected the option as described in the "If You Receive Social Security Benefits" provision of the Social Security Substitute Rider. The increase will be as described in that provision.

**Dividends.** Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the OTHER BENEFITS section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours.

**Contesting Your Rider.** We may not contest this rider after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Misstating Your Age Or Sex.** You may have misstated your age or sex in your application. If so, we'll change the monthly benefit amount. The change will be what your premiums would have bought if you had given your correct age and sex.

**Termination.** This rider will end on the earliest of the following dates:

- 31 days after the due date of any unpaid premium.
- as of the next premium due date upon your written request.
- the Anniversary on or after your 65th birthday.
- the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

*Christine C. Peacock*  
Secretary

CHANGE OF INSURER NAME AND ADDRESS  
NOTICE OF ANNUAL MEETING

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY ("Connecticut Mutual") and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY ("MassMutual") have merged. MassMutual is the surviving company. As a result, MassMutual has succeeded to all liabilities, duties and rights of Connecticut Mutual. All references in the policy/contract to Connecticut Mutual are hereby changed to MassMutual.

The MassMutual Home Office is:

Massachusetts Mutual Life Insurance Company  
Springfield, Massachusetts 01111-0001  
1-800-272-2216

The back page of this policy/contract is hereby changed to add the following **Notice of Annual Meeting**:

The Insured/Annuitant is hereby notified that by virtue of this policy/contract he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts on the second Wednesday of April in each year at 2 o'clock p.m.

The Endorsement forms a part of, and should be attached to, this policy/contract.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

*Christine C. Pease*  
Secretary

E5051

ENDORSEMENT

The definition of Predisability Income in the DEFINITIONS section is modified to read as follows:

Average monthly income for the last 12 or 24 months before the start of disability or the highest consecutive 24 months during the 60 months prior to disability, whichever is greater.

This endorsement is a part of the policy to which it is attached. Issued by CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, Hartford, Connecticut.

*Christine C. Pearson*  
Secretary

H3084

#### ENDORSEMENT

The contract modifications outlined below are applicable to your existing Disability Income Policy.

##### Part 1:

The definition of *Partial Disability* is modified to read:

You're partially disabled if because of sickness or injury:

- You can do some, but not all of the main duties of your occupation.

OR

- You can work at your occupation no more than 4/5 the hours you worked before becoming disabled.

In either case you must be under a doctor's care.

##### Part 2:

The following is added to the *Kinds of Disability Covered* provision:

**Presumptive Total Disability.** If sickness or injury results in the total loss of sight, speech or hearing or the total loss of use of both hands, both feet, or one hand and one foot, it will be considered total disability while it continues. The requirement that you must be under a doctor's care will be waived.

The definition of *Residual Disability* is modified to read:

You're residually disabled if because of sickness or injury:

- You can do some, but not all, of the main duties of your occupation.

OR

- You can work at your occupation no more than 4/5 of the hours you worked before becoming disabled.

In either case, you must be earning an income and have lost at least 1/5 of your predisability income for each month you make a claim for residual disability. Also, you must be under a doctor's care. If you are residually disabled you are also considered partially disabled.

Your residual disability benefit may be extended even after you are back to work full-time, if you continue to have an income loss. Through the sixth complete calendar month following your full recovery from a period of total and/or residual disability lasting one year or longer, you will continue to be considered residually disabled if you have lost at least 1/5 of your predisability income. During this period we will waive the requirements that:

- You can do some, but not all, of the main duties of your occupation.

OR

- You can work at your occupation no more than 4/5 the hours you worked before becoming disabled.

The *Adjustment to Predisability Income* provision is modified to read as follows:

The amount of predisability income will be adjusted after 1 consecutive months of disability. For each benefit year afterward, we'll increase the predisability income figure used in the preceding year. We'll increase it by the same percentage that the Consumer Price Index rose during the preceding calendar year, or the percentage that your income rose during the same period, whichever is less. Except that the percentage will never be less than 5%. The CPI used will be the one used in adjusting Social Security Benefits. We'll ignore decreases in the CPI.

(Example: Ben's basic monthly benefit is \$2,200. He's been disabled for 12 consecutive months. His predisability income was \$4,000. Last year the CPI rose 6%. We now consider his predisability income to be \$4,240. His current income is \$1,500. His loss of income is \$2,740 (\$4,240 - \$1,500).)

Ben's monthly benefit is  $\frac{\$2,200}{\$4,240} \times \$2,740$  or  $\$1,422$ .

**Important:** We did not increase Ben's monthly benefit by 6%. We increased his predisability income figure by 6%. If Ben has no current income, the predisability income will be increased so that should he have current income in a given year, these adjustments will qualify Ben for a larger disability benefit.)

By increasing the predisability income, you may qualify to a larger disability benefit (up to the amount of your basic monthly benefit). Once adjusted we will never let your predisability income decrease during that period of disability.

This endorsement is a part of the policy to which it is attached. Issued by CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, Hartford, Connecticut.

*Christine C. Peasey*  
Secretary

ENDORSEMENT

The contract modification outlined below is applicable to your Partial Disability Benefits Rider.

The last bullet of the Partial Disability Benefit provision has been modified as follows:

1/4 is changed to 1/5

This endorsement is a part of the rider to which it is attached. Issued by CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, Hartford, Connecticut.

*Christine C. Pearson*  
Secretary

H3196

# **EXHIBIT B**

**Connecticut Mutual Life Insurance Company**  
Hartford, Connecticut • Since 1846

Insured

Policy number

We at Connecticut Mutual Life believe you should read your policy. We've written it in plain English so you'll understand its terms. We will, subject to these terms, pay the benefits to you if you become disabled after the effective date. This policy is a legal contract between the Policyowner and the Insurer.

**READ YOUR POLICY CAREFULLY**

**Benefits This Policy Provides**

- Income during total or residual disability
- Rehabilitation benefit
- Premium waived during disability
- Dividends
- Conditional right to continue the policy to age 75

Your policy is issued in consideration of your application and premium payments. A copy of your application is attached and made a part of this policy.

We provide benefits for a loss arising from a sickness or disease that first appears (makes itself known) on or after the effective date and while this policy is in force. We also provide benefits for a loss resulting from an accidental bodily injury that happens on or after the effective date.

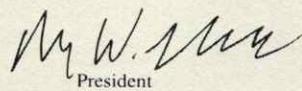
**Renewal Provision.** We won't cancel this policy. Nor will we increase the premiums from those shown on the Coverage Page. As long as you pay premiums on time, we'll continue coverage until the Anniversary on or following your 65th birthday. You have the conditional right to continue this policy to age 75. This is fully explained in the Conditions For Continuing The Policy To Age 75 provision.

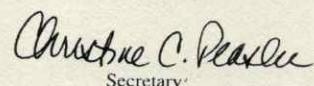
**Policy Index**

- PART 1 Definitions  
PART 2 Disability benefits  
PART 3 Premiums  
PART 4 Claims  
PART 5 Other benefits  
PART 6 When you're not covered  
PART 7 General rules

**Ten Day Right To Examine Policy.** If for any reason you decide not to keep this policy, send it to us within 10 days after receiving it. Send it to our Home Office or to the agent who sold it to you. We'll treat the policy as though it never had been issued. We'll refund any premium paid.

This policy is issued by Connecticut Mutual Life Insurance Company at our Home Office, 140 Garden Street, Hartford, Connecticut 06115 on the effective date.

  
President

  
Secretary

Registrar

Countersigned  
by \_\_\_\_\_ Licensed Resident Agent

**DISABILITY INCOME POLICY**

Noncancelable—Rates guaranteed

Guaranteed continuable to age 65

Conditionally continuable to age 75—Subject to premium change

Participating in dividends

In PART 1, we define several terms used in this policy.

**Effective Date:** The date that the policy is "in effect." Coverage starts on that date. An Anniversary falls each year on the same month and day as the effective date.

**Waiting Period:** The number of days immediately following the start of your disability. No benefits are provided during the waiting period. Your waiting period is shown on the Coverage Page.

**Maximum Benefit Period:** The maximum length of time we'll pay benefits, whether for total disability, residual disability or a combination of both.

**Sickness:** "A sickness or disease that first appears (makes itself known) on or after the effective date. It includes disability from transplant surgery and complications of pregnancy. It also includes disability from normal pregnancy or normal childbirth after you have been totally disabled for 90 days."

**Injury:** An accidental bodily injury that happens on or after the effective date.

**Occupation:** Your regular occupation at the start of disability.

**Doctor:** A licensed medical practitioner other than the insured.

**Income:** Gross earnings from any job or business. This doesn't include:

- Investment income.
- Rent.
- Royalties.
- Any amount which is deductible from gross income as a business expense for income tax purposes.

**Predisability Income:** Average monthly income for the last 12 months before the start of disability. Or the average for the last 24 months, if greater.

**Current Income:** Income for the month that a benefit is claimed.

**Loss Of Income:** Your predisability income minus your current income.

**Proof Of Insurability:** Proof you give us, or that we might obtain, that you're an acceptable risk.

**Assignment:** Legal transfer of one's interest to another party.

**Pre-existing Condition:** Pre-existing condition means the existence of symptoms which would cause an ordinarily prudent person to seek diagnosis, care or treatment within a 2 year period preceding the effective date of coverage of the insured person or a condition for which medical advice or treatment was recommended by a physician or received from a physician within a 2 year period preceding the effective date of the coverage of the insured person.

**Partial Disability:** You're partially disabled if because of sickness or injury:

- You can do some, but not all, of the main duties of your occupation.

OR

- You can work at your occupation no more than  $\frac{3}{4}$  the hours you worked before becoming disabled.

In either case you must be under a doctor's care.

## PART 2—DISABILITY BENEFITS

In PART 2, we discuss the different kinds of disability covered and the benefits provided for each. We'll pay only one benefit at a time.

### The Kinds Of Disability Covered

**Total Disability.** You're totally disabled if because of sickness or injury you can't do the main duties of your occupation. You must be under a doctor's care.

**Residual Disability.** You're residually disabled if because of sickness or injury:

- you can do some, but not all, of the main duties of your occupation.

OR

- you can work at your occupation no more than  $\frac{3}{4}$  of the hours you worked before becoming disabled.

In either case, you must be earning an income and have lost at least  $\frac{1}{4}$  of your predisability income for each month you make a claim for residual disability. Also you must be under a doctor's care. If you are residually disabled you are also considered partially disabled.

Your residual disability benefit may be extended even after you are back to work full-time, if you continue to have an income loss. Through the sixth complete calendar month following your full recovery from a period of total and/or residual disability lasting one year or longer, you will continue to be considered residually disabled if you have lost at least  $\frac{1}{4}$  of your predisability income. During this period we will waive the requirements that:

- you can do some, but not all, of the main duties of your occupation.

OR

- you can work at your occupation no more than  $\frac{3}{4}$  the hours you worked before becoming disabled.

**Recurring Disability.** This is a related disability that starts less than 6 months after a period of total or partial disability. We will treat the recurring disability as a continuation of the prior one. If the waiting period has already been satisfied, no new waiting period is required. If the waiting period has not been satisfied, periods of recurring disability may be accumulated to satisfy the waiting period.

(Example: Bob's policy has a one-month waiting period for total disability. He has a stomach ulcer attack and is totally disabled for more than one month. Two months after returning to work, Bob has a second stomach ulcer attack and is totally disabled again for 2 months. The second attack is treated as a continuation of the first. So, Bob will start to receive total disability benefits without another waiting period. Bob has now also satisfied 3 months toward the waiting period for residual disability.)

### The Benefits Provided For Disability

**Total Disability Benefit.** You must be totally disabled and have been totally and/or partially disabled for the full waiting period. We'll pay the first monthly benefit one month after the waiting period ends. You'll get benefits as long as you're totally disabled. But we'll pay only up to the maximum benefit period. You won't get a larger benefit if you're disabled due to more than one cause.

Each monthly payment made during the first 12 months of total disability will equal your basic monthly benefit shown on the Coverage Page.

Afterwards your benefit will be based on your loss of income if you are working and earning an income from an occupation other than your occupation. If you are working and earning an income from your occupation, you may be residually disabled. Refer to the definition of residual disability and to the "Residual disability benefit" section on page 5. Your monthly benefit payment for total disability will equal your basic monthly benefit multiplied by the ratio of your loss of income to your predisability income. Your loss of income is your predisability income minus your current income. If you have no current income or if your current income is less than 25% of your predisability income, your monthly benefit payment will equal your basic monthly benefit.

(Example: You are disabled at age 45. Your current income is \$1,500 from a new occupation. Your predisability income is \$3,000. Your loss of income is \$1,500 (\$3,000 -

\$1,500). The ratio of loss of income to predisability income is  $\frac{\$1,500}{\$3,000}$  or  $\frac{1}{2}$ . Each monthly payment made during the first 12 months of disability will equal your basic monthly benefit. Afterwards, your monthly benefit payment will be  $\frac{1}{2}$  of your basic monthly benefit.)

COVERAGE PAGE

INSURED RICHARD F RUSSELL  
DISABILITY INCOME POLICY

DATE OF ISSUE JAN 15, 1990  
DATE OF REISSUE OCT 20, 2010

AGE 32

EFFECTIVE DATE	COVERAGE	MONTHLY BENEFIT	WAITING PERIOD	MAXIMUM*	ANNUAL PREMIUM	PAYABLE TO YEAR
JAN 15 1990	BASIC MONTHLY BENEFIT	\$2,500	30 DAYS TO 65	\$810.25		2022
	ADDITIONAL BENEFITS - SEE ATTACHED RIDERS			FOR DETAILS-		
JAN 15 1990	PARTIAL DISABILITY	\$1,250	30 DAYS	\$110.25		2022
JAN 15 1990	LIFETIME ACCIDENT/SICKNESS	\$2,500		\$132.75		2022
JAN 15 1990	COST OF LIVING RIDER MAXIMUM 5.00 %			\$186.75		2022
JAN 15 1990	OWN OCCUPATION/ PRESUMPTIVE DIS RIDER	\$2,500		\$88.75		2022

YOUR MAXIMUM MONTHLY BENEFIT IS \$2,500      TOTAL ANNUAL PREMIUM \$1,328.75  
QUARTERLY PREMIUM \$352.12

\*YOUR BENEFIT PERIOD FOR DISABILITY IS YOUR SPECIFIED BENEFIT PERIOD, BUT NOT BEYOND JAN 15 2023. HOWEVER, THE BENEFIT PERIOD FOR YOUR MONTHLY BENEFIT WILL BE AT LEAST 24 MONTHS.

YOUR BENEFIT PERIOD MAY BE EXTENDED BEYOND JAN 15 2023 IF YOU QUALIFY FOR BENEFITS UNDER THE LIFETIME ACCIDENT/SICKNESS RIDER. SEE YOUR RIDER FOR DETAILS.

YOUR PREMIUM IS BASED ON NON-SMOKER RATES, DISCOUNTED BY 10% FROM THE SMOKER RATES.

**Residual Disability Benefit.** You must be residually disabled and have been totally and/or partially disabled for 12 months, or the full waiting period if longer. We'll pay the first monthly benefit one month later. Payments will continue for as long as you're residually disabled. But, we'll only pay up to the maximum benefit period. We won't pay beyond the anniversary following your 65th birthday. The benefit is based on your loss of income as described in the "Total Disability Benefit" section. Except, your monthly benefit payment will equal your basic monthly benefit if your current income is less than 25% of your predisability income.

(Example: You were disabled at age 35. Your current income is \$1,000 from your occupation. Your predisability income was \$3,000. Your loss of income is \$2,000 (\$3,000 - \$1,000). The ratio of loss of income to predisability income is  $\frac{\$2,000}{\$3,000}$  or 2/3. Your monthly residual disability benefit payment will be 2/3rds of your basic monthly benefit.)

### Special Disability Benefits

**Rehabilitation Program Benefit.** During any period in which you are receiving total or residual disability benefits, we'll also reimburse your expenses for taking part in a rehabilitation program we approve. We'll reimburse your expenses up to a maximum amount of 24 times your policy's maximum monthly benefit. This reimbursement will be in addition to your monthly disability benefit. We'll judge whether your continued participation would be worthwhile.

A rehabilitation program means:

- A recognized program operated by the Federal or State government.
- A formal program of rehabilitation at a licensed vocational school, business school or accredited college.
- Any other planned program.

Reimbursement for your expenses is subject to our approval.

Expenses mean the cost of tuition, books and equipment that you actually pay for and that are required for the program.

**Adjustment To Predisability Income.** The amount of predisability income will be adjusted after 12 consecutive months of disability. For each benefit year thereafter that predisability income is used to determine your monthly benefit, we'll increase the predisability income figure used for the preceding year. We'll increase it by the same percentage that the Consumer Price Index rose during the preceding calendar year, or the percentage that your income rose during the same period, whichever is less. Except that the percentage will never be less than 5%. The CPI used will be the one used in adjusting Social Security Benefits. We'll ignore decreases in the CPI. If the Consumer Price Index used in adjusting benefits is ever changed, the New York Insurance Department will have the right to approve any replacement index.

(Example: Ben's basic monthly benefit is \$2,200. He's been disabled for 12 consecutive months. His predisability income was \$4,000. Last year the CPI rose 6%. We now consider his predisability income to be \$4,240. His current income is \$1,500. His loss of income is \$2,740 (\$4,240 - \$1,500).

Ben's monthly benefit is  $\$2,200 \times \frac{\$2,740}{\$4,240}$  or \$1,422.

**Important:** We did not increase Ben's monthly benefit by 6%. We increased his predisability income figure by 6%. If Ben has no current income, the predisability income won't be used to determine benefits. In this case there will be no adjustment.)

By increasing the predisability income, you may qualify for a larger disability benefit (up to the amount of your basic

monthly benefit). Once adjusted we will never let your predisability income decrease during that period of disability.

### PART 3—PREMIUMS

The annual premium is shown on the Coverage Page. In PART 3 we tell how, when and where to pay premiums.

**Premium Payments.** Premiums are due in advance. The first is due on the effective date. Premiums after the first are due on the same day of the month as the effective date. Premiums may be paid annually. Or they may be paid more frequently as we allow. They must be paid to our Home Office or to one of our authorized agents.

**Grace Period.** Each premium after the first must be paid within 31 days after its due date. This 31 day period is called the "grace period." The policy will stay in effect during the grace period.

**Changing When You Pay.** You may request a change in the frequency of your payments on any Anniversary. This request must be in writing. Any change is subject to our approval.

**Refund After Death.** We'll refund any premium that was paid for coverage after the policy month in which you die. Our Home Office must first receive written notice of your death.

### PART 4—CLAIMS

There are certain things you must do when making a claim. In PART 4, we discuss these requirements. We also discuss payment of claims.

#### How To Make A Claim

**Notice Of Disability.** Send a written notice of your disability to our Home Office or to one of our authorized agents. Send it within 20 days after the start of disability or as soon as reasonably possible. There's no required form.

**Claim Forms.** We'll then send you a claim form. If you don't receive one within 15 days after you sent notice, write us your own claim letter. Tell us what caused the disability. Describe your situation.

**Required Proof.** Whether on our claim form or your claim letter, send proof of your disability and any proof of reduced income that may be required. Send it to our Home Office as soon as possible. Required proof must also be received within 90 days of each monthly benefit payment claimed. If it's not possible to send it within 90 days, send it as soon as reasonably possible. Your claim won't be reduced because of the delay. But we won't accept proof of loss later than 1 year after it was due. We'll make an exception if you weren't then competent to make the claim.

We may require from time to time that you be examined by doctors we choose. We'll pay the cost. We may also require from time to time, satisfactory proof of your income before and during the disability. This may include, but is not limited to, copies of your W-2 form and/or income tax returns.

#### Payment Of Claims

**When Benefits Are Paid.** We'll pay benefits monthly.

**Whom We'll Pay.** We'll pay benefits to you. If you're a minor or not competent to give a release, we may pay up to \$1,000 to any relative of yours who we believe is entitled.

If you die, we'll pay your estate all amounts due prior to your death. But we may pay up to \$1,000 to any relative of yours who we believe is entitled.

Any payment we make in good faith will fully discharge us for that payment.

**Part Payments.** Let us know as soon as you've recovered. If you recover during a month, we'll send you a pro-rata payment for the part of the month you were disabled.

- normal childbirth, except described in the definition of "Sickness."

**Suspended Coverage While In Military.** This policy will be suspended if and when you enter active military service. This applies to the military service of any country or international authority. This doesn't apply to active duty for training that lasts 90 days or less.

We'll refund that part of any premium paid for the suspended period.

If you're released from active duty within 5 years from the date you entered active military service, you may restore this policy. Make written application and pay the required premium within 90 days of your release from active duty. No proof of insurability is needed. Premiums will be at the same rates as if the policy hadn't been suspended.

After this policy is restored, you will be in the same position as you were before you entered military service.

The terms of the restored policy and riders will be the same as before suspension.

**Pre-existing Conditions Limitations.** A disability or loss caused by a pre-existing condition will be covered if the loss incurred or disability commences 2 years after the effective date unless excluded by name or disease as provided in the contestable clause.

## PART 7—GENERAL RULES

*PART 7 contains general rules that apply.*

**The Owner.** You (the insured) are the owner of this policy.

**The Entire Contract.** The entire contract consists of: The policy. The application. Any attached riders, endorsements and other papers.

**Changes.** Any change must be approved by an officer of our company. You must sign any change that restricts your policy. The change must be attached to the policy. Our agents cannot make changes or waive any provision. We may charge for making a change.

**Assignments Or Transfers.** The benefits of this policy may be assigned. Any interest may be transferred. Our Home Office must receive written notice of the terms of the assignment or a copy of the assignment. If not, we won't take notice of the change. In any case, we won't be responsible for the validity of any assignment.

**Contesting Your Policy.** We may not contest this policy after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your policy or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Legal Actions.** You agree not to start a legal action to recover on this policy for 60 days after you've sent proof of your loss to us. No action may be brought later than 3 years after proof is required. We discuss required proof when making a claim in PART 4.

**Misstating Your Age Or Sex.** You may have misstated your age or sex in your application. If so, we'll change the benefit amounts. The change will be what your premiums would have bought if you had given your correct age and sex.

But we'll only be required to make a refund if at your correct age or sex we wouldn't have issued the policy at all. Or if at your correct age or sex, coverage would have ended before we accepted the premium. The refund will only cover premiums you paid for coverage you won't receive. We'll deduct any amounts we've paid you.

**State Laws.** Any provision that, on the effective date, conflicts with state laws, where you reside, is changed to meet the minimum requirements of those laws.

## PART 6—WHEN YOU'RE NOT COVERED

### PART 6—WHEN YOU'RE NOT COVERED

*There are certain disabilities we don't cover. And there are times when we may suspend coverage. We discuss this in PART 6.*

**Disabilities Not Covered.** We don't cover disability caused or contributed to by:

- war (declared or not).
- normal pregnancy, except described in the definition of "Sickness."

**PARTIAL DISABILITY BENEFITS RIDER**

This rider provides benefits if you're partially disabled. We discuss disability benefits in PART 2 of your policy. All definitions in your policy apply to this rider.

**Premiums.** This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium and the effective date for this rider are shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

**Partial Disability Benefit.** Benefits will start after the partial disability waiting period shown on the current Coverage Page. We'll pay the first monthly benefit 1 month after the waiting period ends. We'll pay benefits up to the 12th month following the start of your disability.

In no case will the benefit received be less than your partial disability monthly benefit as shown on the current Coverage Page.

The partial disability benefit will be:

1. The amount of your benefit shown on the current Coverage Page of your policy.

We'll pay the benefit if you meet all of the following conditions:

- You've been totally disabled for 30 days.
- You've been totally and/or partially disabled for the rest of the waiting period shown on the current Coverage Page.
- Your total disability benefits, if they were payable, have ended.
- You're partially disabled, but not totally disabled.

OR

2. We'll pay you a benefit based on your loss of income as described in the "Total disability benefit" section of your policy. You must meet all of the following conditions:

- You've been totally and/or partially disabled for

the waiting period shown on the current Coverage Page.

- You're partially disabled, but not totally disabled.
- You must show a loss of at least  $\frac{1}{4}$  of your predisability income.

**Dividends.** Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the OTHER BENEFITS section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours.

**Contesting Your Rider.** We may not contest this rider after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Misstating Your Age.** You may have misstated your age in your application. If so, we'll change the amount for partial disability benefits. The change will be what your premiums would have bought if you had given your correct age.

**Termination.** This rider will end on the earliest of the following dates:

- 31 days after the due date of any unpaid premium.
- as of the next premium due date upon your written request.
- the Anniversary on or after your 65th birthday.
- the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

*Christine C. Peasey*  
Secretary

### LIFETIME TOTAL DISABILITY BENEFITS RIDER

This rider provides monthly total disability benefits to be paid beyond the Anniversary on or after your 65th birthday. Benefits will be paid for life. We discuss disability benefits in PART 2 of your policy. All definitions in your policy apply to this rider.

**Premiums.** This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium for this rider is shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

**Definition Of Total Disability.** You're totally disabled under this rider if because of sickness or injury:

- you can't do the main duties of your occupation.  
AND
- you're not working at any other job or business.

You must also be under a doctor's care.

**Eligibility.** To qualify for monthly total disability benefits under this rider you must meet these three conditions:

- you must be totally disabled.
- you must have become totally disabled before the Anniversary on or after your 65th birthday and remained totally disabled since. A recurring disability will not affect your eligibility.
- the Anniversary on or after your 65th birthday must have occurred.

**When We'll Pay Monthly Total Disability Benefits.** If you're eligible, your monthly benefits under this rider will start after the Anniversary on or after your 65th birthday. We'll make the first payment 1 month after that Anniversary. We'll continue to make monthly payments as long as you remain totally disabled.

**Monthly Total Disability Benefit.** The largest amount of monthly benefit you will receive under this rider is shown on the current Coverage Page of your policy. You will receive this amount if you become totally disabled before the Anniversary on or after your 55th birthday. If you should become totally disabled after the Anniversary on or after your 55th birthday, your benefit will be reduced. It will be reduced by 10 percent for each year disability begins after such Anniversary.

There will not be a benefit under this rider if total disability begins after the Anniversary on or after your 65th birthday.

(Example: You become totally disabled 3 weeks before the Anniversary on or after your 56th birthday. We'll reduce your benefit by 10 percent. If you're

disabled after that Anniversary but before the Anniversary on or after your 57th birthday, we'll reduce your benefit by 20 percent.)

In any case, we'll base your benefits on your loss of income (your predisability income minus your current income). We'll multiply your monthly benefit by the ratio of your loss of income to your predisability income.

**Adjustment If You Have The Social Security Substitute Rider.** Your benefit amount and premium will increase if:

- both of these riders are in force under your policy and;
- you have elected the option as described in the "If You Receive Social Security Benefits" provision of the Social Security Substitute Rider. The increase will be as described in that provision.

**Dividends.** Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the OTHER BENEFITS section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours.

**Contesting Your Rider.** We may not contest this rider after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Misstating Your Age Or Sex.** You may have misstated your age or sex in your application. If so, we'll change the monthly benefit amount. The change will be what your premiums would have bought if you had given your correct age and sex.

**Termination.** This rider will end on the earliest of the following dates.

- 31 days after the due date of any unpaid premium.
- as of the next premium due date upon your written request.
- the Anniversary on or after your 65th birthday.
- the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

*Christine C. Peacock*  
Secretary

## COST OF LIVING RIDER

This rider provides monthly benefit increases while you're totally or residually disabled. We discuss total and residual disability in PART 2 of your policy. All definitions in PART 1 of your policy apply to this rider.

**Premiums.** This rider is made a part of your policy in consideration of your application and premium payments. A copy of your application is attached to and made a part of your policy. The annual premium and the effective date for this rider are shown on the Coverage Page of your policy. If you applied for this rider after the policy's effective date, we'll send you a new Coverage Page. Premiums for this rider must be paid along with the premiums for your policy. If you keep your policy in effect after this rider ends, you'll no longer pay the premium for this rider.

**When We'll Pay Monthly Benefit Increases.** We'll pay monthly benefit increases while you're receiving total or residual disability benefits.

The benefit increases will start after you've been totally and/or partially disabled for 12 months, or the full waiting period, if longer. We'll make the first payment one month later.

The waiting period is shown on the current Coverage Page.

**How We Compute Monthly Benefit Increases.** Your monthly benefit increase will be computed by using:

- the basic monthly benefit under your policy and, if any;
- the monthly benefit under a Social Security Substitute Rider or Extended Term Rider;
- your loss of income.

Predisability income used to determine your monthly benefit will be adjusted before benefit increases are computed.

**Amount Of Monthly Benefit Increases.** For the first 12 months that you're entitled to monthly benefit increases under this rider, we'll multiply your monthly benefit, otherwise payable without this rider, by the percentage shown on your current Coverage Page. We'll pay this amount as your monthly benefit increase.

After you've received 12 monthly benefit increases under this rider, we'll adjust your monthly benefit, otherwise payable without this rider, by a new percentage to compute each 12 monthly benefit increases thereafter. The new percentage will be the above noted percentage, compounded by the percentage used to compute benefit increases in each previous benefit year. We'll pay you this amount as your monthly benefit increase.

(Example: Ben has a contract with a \$1000 Basic Monthly Benefit. He also has a \$500 Social Security Substitute Rider, and a Cost of Living Rider with a 5% maximum. Ben has been totally disabled for 12 consecutive months. He isn't working but his Social Security claim has been denied.)

Ben's Monthly Benefit is: \$1500

Ben's Monthly Benefit Increase this year is:  
5% × \$1500 = \$75.

The total amount we will pay is: \$1575

(Next year Ben's situation is unchanged.)

Ben's increase percentage next year will be:  
105% × 105% = 110.25%.

Therefore he will have a 10.25% increase in the benefit he would have otherwise received without this rider.

His increase next year will be:  
10.25% × \$1500 = \$154.

The total amount we will pay is:  
\$1500 + \$154 = \$1654.

(Two years from now Ben is back to work part-time. He has a 50% income loss after the adjustment to predisability income.)

Ben's increase percentage two years from now will be:  
105% × 105% × 105% = 115.76%.

Therefore he will have a 15.76% increase in the benefit he would have otherwise received without this rider.

His increase two years from now will be:  
15.76% × \$1500 × 50% loss = \$118.

The total amount we will pay is:  
\$750 + \$118 = \$868.

**How Long We'll Pay Benefit Increases.** While you're totally or residually disabled, we'll pay benefit increases until the earliest of:

- the date your total or residual disability ends;
- the date the maximum benefit period under this rider ends;
- the anniversary on or after your 65th birthday.

**Right to buy Additional Basic Monthly Benefits.** When you return to active and gainful full-time work, of at least 30 hours per week, after a period of disability during which monthly benefit increases were payable, you may buy additional basic monthly benefits. The additional basic monthly benefit you may buy will be equal to:

- the last monthly benefit increase you would have received using the basic monthly benefit under your policy and;
- the monthly benefit under your Social Security Substitute Rider, if any, and;
- assuming you had no current income.

You may buy the additional benefits under a new noncancelable policy without options to buy additional benefits, at your attained age and current occupational class and based on the premium rates then in effect if:

- you have not reached your 60th birthday at the time you apply for the new policy, and;
- you apply within 90 days after your disability ends.

You will not have to furnish evidence of good health, but you will have to furnish proof of your employment.

The effective date of the new policy will be the date we approve your application and you pay the first premium.

**Dividends.** Each year we determine how much we can pay as dividends. We discuss how dividends are paid in the OTHER BENEFITS section of your policy. We use the same procedure to figure the dividends we'll pay on all riders like yours.

**Contesting Your Rider.** We may not contest this rider after it has been in force for 2 years during your lifetime. This excludes any period of disability related to a misrepresentation in your application. We won't use any misstatements in your application to deny a claim for benefits if your disability begins after a like 2 year period.

We won't deny a claim for disability which starts after 2 years from the date of issue because a disease or physical condition existed before coverage began; unless excluded from coverage by name or specific description.

We won't contest your rider or deny a claim for a disability caused by a disease or physical condition which you fully and accurately described in your application for coverage; unless the condition was excluded from coverage by name or specific description.

**Misstating Your Age.** You may have misstated your age in your application. If so, we'll change the increased benefit amounts. The change will be what your premiums would have bought if you had given your correct age.

**Termination.** This rider will end on the earliest of the following dates:

- 31 days after the due date of any unpaid premium;
- as of the next premium due date upon your written request;
- the anniversary on or after your 65th birthday;
- the date that your policy ends.

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

*Christine C. Peasey*  
Secretary

CHANGE OF INSURER NAME AND ADDRESS  
NOTICE OF ANNUAL MEETING

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY ("Connecticut Mutual") and MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY ("MassMutual") have merged. MassMutual is the surviving company. As a result, MassMutual has succeeded to all liabilities, duties and rights of Connecticut Mutual. All references in the policy/contract to Connecticut Mutual are hereby changed to MassMutual.

The MassMutual Home Office is:

Massachusetts Mutual Life Insurance Company  
Springfield, Massachusetts 01111-0001  
1-800-272-2216

The back page of this policy/contract is hereby changed to add the following **Notice of Annual Meeting**:

The Insured/Annuitant is hereby notified that by virtue of this policy/contract he or she is a member of Massachusetts Mutual Life Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said Company. The annual meetings are held at its Home Office, in Springfield, Massachusetts on the second Wednesday of April in each year at 2 o'clock p.m.

The Endorsement forms a part of, and should be attached to, this policy/contract.

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

*Anneke C. Peavler*  
Secretary

E5051

ENDORSEMENT

The definition of Predisability Income in the DEFINITIONS section is modified to read as follows:

- Average monthly income for the last 12 or 24 months before the start of disability or the highest consecutive 24 months during the 60 months prior to disability, whichever is greater.

This endorsement is a part of the policy to which it is attached. Issued by CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, Hartford, Connecticut.

*Christine C. Pearson*  
Secretary

## ENDORSEMENT

The contract modifications outlined below are applicable to your existing Disability Income Policy.

### Part 1:

The definition of *Partial Disability* is modified to read:

You're partially disabled if because of sickness or injury:

- You can do some, but not all of the main duties of your occupation.

OR

- You can work at your occupation no more than 4/5 the hours you worked before becoming disabled.

In either case you must be under a doctor's care.

### Part 2:

The following is added to the *Kinds of Disability Covered* provision:

**Presumptive Total Disability.** If sickness or injury results in the total loss of sight, speech or hearing or the total loss of use of both hands, both feet, or one hand and one foot, it will be considered total disability while it continues. The requirement that you must be under a doctor's care will be waived.

The definition of *Residual Disability* is modified to read:

You're residually disabled if because of sickness or injury:

- You can do some, but not all, of the main duties of your occupation.

OR

- You can work at your occupation no more than 4/5 of the hours you worked before becoming disabled.

In either case, you must be earning an income and have lost at least 1/5 of your predisability income for each month you make a claim for residual disability. Also, you must be under a doctor's care. If you are residually disabled you are also considered partially disabled.

Your residual disability benefit may be extended even after you are back to work full-time, if you continue to have an income loss. Through the sixth complete calendar month following your full recovery from a period of total and/or residual disability lasting one year or longer, you will continue to be considered residually disabled if you have lost at least 1/5 of your predisability income. During this period we will waive the requirements that:

- You can do some, but not all, of the main duties of your occupation.

OR

- You can work at your occupation no more than 4/5 the hours you worked before becoming disabled.

The *Adjustment to Predisability Income* provision is modified to read as follows:

The amount of predisability income will be adjusted after 1 consecutive months of disability. For each benefit year afterward, we'll increase the predisability income figure used in the preceding year. We'll increase it by the same percentage that the Consumer Price Index rose during the preceding calendar year, or the percentage that your income rose during the same period, whichever is less. Except that the percentage will never be less than 5%. The CPI used will be the one used in adjusting Social Security Benefits. We'll ignore decreases in the CPI.

(Example: Ben's basic monthly benefit is \$2,200. He's been disabled for 12 consecutive months. His predisability income was \$4,000. Last year the CPI rose 6%. We now consider his predisability income to be \$4,240. His current income is \$1,500. His loss of income is \$2,740 (\$4,240 - \$1,500).)

Ben's monthly benefit is  $\frac{\$2,200}{\$4,240} \times \$2,740$  or  $\$1,422$ .

Important: We did not increase Ben's monthly benefit by 6%. We increased his predisability income figure by 6%. If Ben has no current income, the predisability income will be increased so that should he have current income in a given year, these adjustments will qualify Ben for a larger disability benefit.)

By increasing the predisability income, you may qualify to a larger disability benefit (up to the amount of your basic monthly benefit). Once adjusted we will never let your predisability income decrease during that period of disability.

This endorsement is a part of the policy to which it is attached. Issued by CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, Hartford, Connecticut.

*Christine C. Peacock*  
Secretary

H3194

**ENDORSEMENT**

The contract modification outlined below is applicable to your Partial Disability Benefits Rider.

The last bullet of the Partial Disability Benefit provision has been modified as follows:

1/4 is changed to 1/5

This endorsement is a part of the rider to which it is attached. Issued by CONNECTICUT MUTUAL LIFE INSURANCE COMPANY, Hartford, Connecticut.

*Christine C. Pearson*  
Secretary

H3196

# **EXHIBIT C**

**Subject:** Re: Richard Russell policy question

Thanks for your clarification !!!

**From:** [Dipaulo, Kayla](#)  
**Sent:** 10/22/2014 1:04 PM  
**To:** [Paul A. Spero](#)  
**Subject:** RE: Richard Russell policy question

HI Paul,

To answer your question, at age 65, Richard's monthly benefit stays where it's at for the remainder of the lifetime benefit. So say it's \$25,000/mo. at age 65 because of COLA, it will stay at that \$25,000 for the rest of his life, at least that is how our contact at home office explained it. As far as a meeting with my Dad goes, I will look at his schedule and have him or myself call Debbie to set something up for the both of you.

Best,

### Kayla DiPaulo

MassMutual Central New York Agency  
 250 South Clinton St.,  
 Syracuse, NY 13202

(w) (315) 671-4375  
 (c) (315) 439-0298  
 (fax) (315) 449-3030

*We'll help you get there.*

**From:** Paul A. Spero [sperop5@ae.cadaretgrant.com]  
**Sent:** Tuesday, October 21, 2014 7:20 PM  
**To:** Dipaulo, Kayla  
**Subject:** Re: Richard Russell policy question

Kayla:

Thanks for getting back to me....I guess to Richard Russell the monthly income on the base was I believe \$ 12500, the COLA has increased it to over double that.....so at 65 it drops back to the \$ 12500 or does it stay where it is and no longer increases ? I guess the COLA falls off question is where we are confused....

Yes, I'd like to get together with Mike, so it might be best for him just to schedule a good time with Debbie in my office.... I was in and out a lot over the last 5 weeks.....

Thanks again,

Paul Spero, CFP

**United Financial Services, Inc.**

315-451-5885  
 800-800-7285

**From:** [Dipaulo, Kayla](#)  
**Sent:** 10/21/2014 12:20 PM  
**To:** [sperop5@ae.cadaretgrant.com](#)  
**Cc:** [Dipaulo, Michael](#)  
**Subject:** Richard Russell policy question

Hi Paul,

It was a pleasure meeting you last month. I did not forget about that question you had regarding Richard Russell's policy. To answer your questions, his benefit **IS** a lifetime benefit, however COLA falls off at age 65. He continues to get whatever the monthly benefit is when he is 65, for life. Not a bad deal!

Also, I believe my Dad, Mike DiPaulo, left you a message a few weeks ago regarding the lunch and learn as well as potentially doing some business through us. He would love to chat with you- He's out of town today and tomorrow but I will have him give you a call within the next few days and you both can chat.

Best,

**Kayla DiPaulo**

MassMutual Central New York Agency  
250 South Clinton St.,  
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